GOVERNMENT OF KARNATAKA

BRUHATH BENGALURU MAHANAGARA PALIKE

Bommanahalli Zone, Mahadevapura Zone & R.R Nagar Zone

REQUEST FOR PROPOSAL

FOR

PROVIDING CATERING SERVICES FOR INDIRA CANTEENS IN BOMMANAHALLI ZONE, MAHADEVAPURA ZONE & R.R NAGAR ZONE OF BBMP LIMITS

- RFP No:

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REQUEST FOR PROPOSAL (RFP) SCHEDULE

1.	RFP Reference No.	:	BBMP/EE/BPD/Tend- 03 /2023-24
2.	Date of Commencement of Download of RFP Document from Karnataka public Procurement portal website http://kppp.karnataka.gov.in	:	From 19-12-2023
3.	Last Date and Time for uploading Online Queries[1] in Karnataka public Procurement Portal	:	27.12.2023 Upto 05.30 PM
4.	Date and Time of Pre-bid Meeting	:	28.12.2023 at 3:00 PM venue: Joint Commissioner–office, Bommanahalli Meeting Hall, Bengaluru.
5.	Last Date and Time for uploading of RFP in Karnataka Public Procurement portal	:	09.01.2024 up to 4:00 PM
6.	Date and Time of Online Opening of RFP Applications	:	10.01.2024 at 4:30 PM onwards
7.	Place of Opening of RFP	:	Online at Karnataka Public Procurement portal
8.	Address for Communication	:	Office of the Executive Engineer, Project Division, Bommanahalli Zone, HSR BDA Complex, Bengaluru -560102.

1Only Online Queries through Karnataka public Procurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

SECTION I – LETTER OF INVITATION

BRUHATH BENGALURU MAHANAGARA PALIKE

Dear Service Providers,

1. BBMP **Executive Engineer, Project Division**,**Bommanahalli Zone, Mahadevapura Zone & R.R Nagar Zone** Invites Proposals under Karnataka public Procurement portal (two cover system) for providing catering services to Indira canteen of BBMP **Bommanahalli Zone, Mahadevapura Zone & R.R NagarZone** on outsourced basis for a period of 2 years extendable by another 1 year if the services provided is satisfactory and the decision shall be taken by Chief Commissioner BBMP. More details on the Services are provided in the Terms of Reference.
2. The RFP is open to all service providers registered with FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA.
3. The service providers will be selected under Least Cost Selection (LCS) and procedures described in this RFP.
4. The RFP includes the following documents:
   4.1. Section 1 - Letter of Invitation
   4.2. Section 2 - Information to Service Provider
   4.3. Section 3 - Technical Proposal - Standard Forms
   4.4. Section 4 - Financial Proposal - Standard Forms
   4.5. Section 5 - Terms of Reference
   4.6. Section 6 - Standard Form of Contract.
5. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through Karnataka public procurement portal.

Yours sincerely,

EE, Project Division, (Bommanahalli Zone)

BRUHATH BENGALURU MAHANAGARA PALIKE

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

1. Introduction

1.1. The BBMP Joint Commissioner, **Bommanahalli Zone, Mahadevapura Zone & R.R Nagar Zone** invites Proposals under Karnataka public Procurement portal (two cover system) for providing catering services to Indira canteen of BBMP **Bommanahalli Zone, Mahadevapura Zone & R.R Nagar Zone** on outsourced basis for a period of 2 years extendable by another 1 year if the services provided is satisfactory and the decision shall be taken by Chief Commissioner BBMP. More details on the Services are provided in the Terms of Reference. The RFP is open to all service providers registered in India. The service providers will be selected under Least Cost Selection (LCS) and procedures described in this RFP.

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the RFP schedule. Attending the pre-proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is GOK's policy which require that Service Provider observes the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and

includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. Will have the right to require that, GOK to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.5. The Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para.

1.6. The Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated above and GCC.

1.7. Earnest Money deposit or Bid security

1.7.1. The Service Provider shall furnish Bid Security.

1.7.2. The Bid Security shall be paid in the Karnataka public Procurement Portal using any of the following payment modes:

a) Credit Card

b) Direct Debit

c) National Electronic Funds Transfer (NEFT)

d) Over the Counter (OTC). The OTC payment facility shall be available at designated ICICI bank branches for making payments from the dates of notification of IFB.

1.7.3. Confirmation of the receipt of the Bid processing fee and Bid Security in Government of Karnataka central pool A/c held at ICICI Bank shall be verified. If an acceptable Bid Security is not received then the e-Procurement portal will not allow the bidder to submit its bid.

1.7.4. The Bid Security of unsuccessful Bidders will be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security.

1.7.5. The Bid Security may be forfeited:

a) if a Bidder

i) withdraws its bid during the period of bid validity specified by the Bidder on the Technical Bid Submission Form and extension of bid validity thereof;

b) if the successful Bidder fails to:

i) sign the Contract;

ii) Furnish a Performance Security.

1.7.6. EMD is not Exempted for MSME/SSI as per govt order FD/295/exp/12/2019 Dt 26/3/2019.

2. Clarification and Amendment of RFP Documents

2.1. Clarifications on the RFP may be uploaded online in Karnataka public Procurement portal as per the RFP Schedule. Only Online Queries through Karnataka public Procurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the RFP documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will be uploaded in the Karnataka Public procurement portal only. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

3.1. Service Providers are requested to submit a Proposal written in the English language.

Technical Proposal

3.2. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested shall result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Joint venture is not allowed for this tender.

3.3.2. The following key personnel are required to be provided per kitchen as follows:

Sl.	**Name of the staff**	**Number of staffs**
1.	Kitchen Manager	1
2.	Chef	1
3.	Cook	1
4.	Assistant Cooks	2
5.	Cleaning staffs	2

Sl.	Name of the staff	Number of staffs
6.	Stores in charge	1

The following key personnel are required to be provided per Indira canteen as follows:

Sl.	Name of the staff	Number of staffs
1.	Server	1
2.	Billing Clerk	1
3.	Cleaning staffs	1

3.4. The Technical Proposal should contain following documents, bidders should upload all the documents which is mandatory to continue for considering technical evaluation:

1.	Earnest Money Deposit (EMD) (1.5 percent of the estimated value up to ten crores, more than ten crores' 1 percent)
2.	GST registration certificate.
3.	EPF registration certificate.
4.	ESI registration certificate.
5.	FSSAI (Food Safety and Standard Authority of India) registration certificate.
6.	GST returns, ESI, EPF paid challans for one year 2022-23.
7.	Labour Department registration certificate.
8.	Trade license issued by BBMP.
9.	Certificate of Incorporation in case of Private Limited / Public Limited
10.	Annual Turnover statement of three years 2020-21, 2021-22, 2022-23 certified by Chartered Accountant, bidder should meet one time the estimated value i.e 31.13 Crore
11.	Audited Balance Sheet 2020-21, 2021-22, 2022-23
12.	Audited Profit & Loss Statement 2020-21, 2021-22, 2022-23
13.	Income tax returns of three financial years i.e 2020-21, 2021-22, 2022-23
14.	Affidavit as per format enclosed.
15.	Bidder should have experience in catering services to private companies/Government/Semi-Government/Government owned companies/Municipalities for minimum of five years in last ten years. Bidder should have provided catering services with minimum serving of 2,00,000/- meals per Indira canteen for 46 number of canteens in the zone, i.e 2,00,000 X 46 number of Indira canteens= 92,00,000 meals per year for minimum of those five years. Should upload work Orders or invoices as proof.

16.	Satisfactory Performance Certificate / Letter for providing catering services to private companies/Government/Semi-Government/Government owned companies/Municipalities with minimum serving of 2,00,000/- meals per Indira canteen for 46 number of canteens in the zone, i.e 2,00,000 X 46 number of Indira canteens=92,00,000 meals per year for minimum of those five years. Should upload Satisfactory Performance Certificate as proof.
17.	Liquid assets and or availability of credit facilities of not less than Rs. 933.90 lakhs (Credit lines/ Letters of Credit/ Certificates from Banks) for meeting the fund requirement in the above said name of work.
18.	Technical Proposal Submission Form
19.	Details of Service Provider
20.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE
21.	Original/notarized documents to be submitted for verification, if intimated.

3.5. The Technical Proposal shall not include any financial information.

Financial Proposal

3.6. The rate quoted for providing catering services to Indira canteen should include all costs such as Preparation, supply and serving of food items for breakfast, lunch and dinner as per the menu detailed in the scope of work, including cost of materials, cooking food at centralized kitchens, transporting to ward canteens and serving to beneficiaries, collection & Billing through software, maintaining kitchens & canteens cleaning, staff wages and maintenance as detailed in the tender document.

3.7. The Service provider should quote the rate as follows: - for each serving will collect Rs. 5 for breakfast, Rs.10 for each lunch and Rs.10 for each dinner from the beneficiary. Service provider must quote the total amount for each serving of breakfast, lunch & dinner together which will be paid by the BBMP, **the rate quoted should be inclusive of all taxes and GST.**

Sl No	**Amount in Rs.** **(Excluding the amount to be collected from the Beneficiary or Public)**			**Total Amount in Rs (Col 2+3+4) per serving breakfast, lunch, and dinner,**	
	Rate per serving Breakfast	**Rate per serving Lunch**	**Rate per serving Dinner**	**In Figures**	**In Words**
1	**2**	**3**	**4**	**5**	**6**

Note:

- If multiple bidders quote the same rate, then in the presence of all the qualified bidders, lottery method will be followed to finalize the L1 bidder; this will be final and binding.

3.8. The Proposals must remain valid for 90 days after the submission date, during this period; the Service provider is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be uploaded online in the eProcurement portal http://Kppp.karnataka.gov.in. The bidder shall upload the proposals in the eProcurement Portal on or before the due date and time specified in the RFP Schedule.

4.2. The Technical Bids will be opened online in the Karnataka public Procurement portal on the date and time as specified in the RFP Schedule. The Financial Proposal shall remain encrypted in the Karnataka public Procurement portal.

5. Proposal Evaluation

General

5.1. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the RFP. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3. The evaluation committee appointed by the Client evaluates the proposals. All the documents should be uploaded mandatorily; if any one of the documents is not uploaded then bid will be rejected. The committee will allocate 75 points if bidder uploads all the documents, if bidder does not upload any one of the documents, then the committee will allocate zero points and shall reject the bid.

Sl.no	**Documents**	**Points**
1.	Earnest Money Deposit (EMD) (1.5 percent of the estimated value up to ten crores, more than ten crores' 1 percent)	15
2.	GST registration certificate.	

3.	EPF registration certificate.	
4.	ESI registration certificate.	
5.	FSSAI (Food Safety and Standard Authority of India) registration certificate.	
6.	GST returns, ESI, EPF paid challans for one year 2022-23.	
7.	Labour Department registration certificate.	
8.	Trade license issued by BBMP.	
9.	Certificate of Incorporation in case of Private Limited / Public Limited	
10.	Annual Turnover statement of three years 2020-21, 2021-22, 2022-23 certified by Chartered Accountant, bidder should meet one time the estimated value i.e 31.13 Crores	30
11.	Audited Balance Sheet 2020-21, 2021-22, 2022-23	
12.	Audited Profit & Loss Statement 2020-21, 2021-22, 2022-23	
13.	Income tax returns of three financial years i.e 2020-21, 2021-22, 2022-23	
14.	Affidavit as per format enclosed.	
15.	Bidder should have experience in catering services to private companies/Government/Semi-Government/Government owned companies/Municipalities for minimum of five years in last ten years. Bidder should have provided catering services with minimum serving of 2,00,000/- meals per Indira canteen for 46 number of canteens in the zone, i.e 2,00,000 X 46 number of Indira canteens= 92,00,000 meals per year for minimum of those five years. Should upload work Orders or invoices as proof.	50
16.	Satisfactory Performance Certificate / Letter for providing catering services to private companies/Government/Semi-Government/Government owned companies/Municipalities with minimum serving of 2,00,000/- meals per Indira canteen for 46 number of canteens in the zone, i.e 2,00,000 X 46 number of Indira canteens=92,00,000 meals per year for minimum of those five years. Should upload Satisfactory Performance Certificate as proof.	
17.	Liquid assets and or availability of credit facilities of not less than Rs. 933.90 lakhs (Credit lines/ Letters of Credit/ Certificates from Banks) for meeting the fund requirement in the above said name of work.	
18.	Technical Proposal Submission Form	5
19.	Details of Service Provider	
20.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE	

a) The technical score required to pass is: **75 points.**

b) If bidder fails to upload any of these documents bid will be rejected.

c) If Bidder fails to upload the documents as per the evaluation criteria, then zero points will be allocated.

d) All documents to be uploaded on e-portal only and physical submission of documents at a later date or on verification day will not be entertained

Opening and Evaluation of proposals, Financial Proposals; Ranking

5.4. After the technical evaluation is completed, the Client shall mark the proposals in Karnataka public Procurement Portal, which did not meet the qualifying mark 75 or were considered non-responsive to the RFP and Terms of Reference, as rejected. The Client shall open those financial bids in the Karnataka public Procurement portal, who have secured the qualifying mark 75, in the technical evaluation.

5.5. The financial bids shall be opened online in the Karnataka public Procurement portal.

5.6. The Client will select the bidder who has quoted the lowest total amount for each serving of breakfast, lunch & dinner together, which will be paid by the BBMP.

5.7. If multiple bidders quote the same rate, then in the presence of all the qualified bidders, lottery method will be followed to finalize the L1 bidder, this will be final and binding.

5.8. The selected Service Provider will be invited for negotiations if required.

5.9. The bidder should pay and ensure that minimum wages as per labour act is paid to its employees. The ESI, PF and Bank transfer details of its employees should be provided.

5.10. The evaluation committee will determine whether the Financial Proposals are complete, and correct any computational errors.

6. Negotiations

6.1. Negotiations will be held at the address indicated in the RFP schedule. The aim is to reach agreement on all points and sign a contract.

6.2. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will notify other Service Provider on the shortlist that they were unsuccessful, in the Karnataka Public procurement portal only and return the Financial Proposals /EMD if any of those Service Provider who did not pass the technical evaluation.

7.2. The tentative date of Assignment is from December 2023.

7.3. Within fifteen (15) days of the receipt of notification of award from the Client, the successful Bidder shall furnish the Performance Security (5% of Tender amount). The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders through E-procurement.

7.4. Failure of the successful Bidder (L1) to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

7.5. If there is any typographic error of the bid amount mentioned between words and figures the lower figure among the two will be considered as bid amount

8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

9. Purchaser's right to vary Quantities at Time of Award

9.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 % of the quantity, without any change in unit price or other terms and conditions.

10. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

10.1The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers

11. Bidders will be debarred as per the KTPP act.

12. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

13. Period of Validity of Tenders

13.1Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse

the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal Submission Form

[To be submitted on company letter head]

Date: …./…./……..

To,

JC ---------- Zone.

Dear Sir/Madam,

RFP Ref. No.

Subject: Technical Proposal for …….

We, the undersigned, offer to provide ----------, for the above in accordance with your Request for Proposal vide no. ……. dated …./…./…….. We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity 90 days of the Proposal, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:	
Name:	
Title:	
Company Seal:	

2. Details of Service Provider'

<table>
<tr><th>Sl.</th><th>Particulars</th><th>Details</th></tr>
<tr><td>1.</td><td>Company Name</td><td></td></tr>
<tr><td>2.</td><td>Address of Registered Office</td><td></td></tr>
<tr><td>3.</td><td>Contact Details</td><td><table><tr><td>Landline</td><td></td></tr><tr><td>Mobile</td><td></td></tr><tr><td>Fax</td><td></td></tr><tr><td>Email</td><td></td></tr></table></td></tr>
<tr><td>4.</td><td>Director / CEO details</td><td><table><tr><td>Name</td><td></td></tr><tr><td>Landline</td><td></td></tr><tr><td>Mobile</td><td></td></tr><tr><td>Fax</td><td></td></tr><tr><td>Email</td><td></td></tr></table></td></tr>
<tr><td>5.</td><td>Authorized Signatory for this RFP</td><td><table><tr><td>Name</td><td></td></tr><tr><td>Landline</td><td></td></tr><tr><td>Mobile</td><td></td></tr><tr><td>Fax</td><td></td></tr><tr><td>Email</td><td></td></tr></table>[Bidder should submit Power of Attorney authorizing to submit proposal and to represent the company for this RFP]</td></tr>
<tr><td>6.</td><td>Branch Offices</td><td><table><tr><td>Sl.</td><td>City</td><td>State</td><td>Address</td><td>Landline</td></tr><tr><td>1.</td><td></td><td></td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>7.</td><td>Total Number of Staff Employed on bid submission date</td><td><table><tr><td>Sl.</td><td>Designation</td><td>No of Staff Employed</td></tr><tr><td>1.</td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td></tr><tr><td></td><td>Total</td><td></td></tr></table></td></tr>
<tr><td colspan="2">Authorized Signature:</td><td></td></tr>
</table>

Sl.	Particulars	Details
Name:		
Title:		
Company Seal:		

Format of Annual Turnover Statement

[To be printed on letter head of Chartered Accountant.]

[Should be duly signed and certified by Chartered Accountant]

The Annual Turnover of M/s _____ during the past three years is given below.

Sl.	**Financial Year**	**Turnover (in Crores)**
1.	2020-21	
2.	2021-22	
3.	2022-23	

We certify that the above turnover statement is true and correct.

Signature of Chartered Accountant	
Seal of Chartered Accountant	
Registration Number	
Name of Chartered Accountant	
UDIN	
Date	
Place	

3. Format of Affidavit

[To be submitted by bidder's authorized person on Stamp Paper of Rs. 200/-]

[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s ……. on day ____, Year ____, having its registered office at ……. ……for the Request for Proposal of BRUHATH BENGALURU MAHANAGARA PALIKE for ……. vide reference no. ……dated …./…./……..

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, etc., submitted by us for the above-mentioned proposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. ……. is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BRUHATH BENGALURU MAHANAGARA PALIKE for the period of five years.

Identified by me:

Deponent

Advocate

Name:

Title:

Company:

Date:

Place:

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

1. Financial Proposal Submission Form

(Not Used)

Note: Rates should be quoted in the Karnataka Public procurement portal only.

SECTION V – TERMS OF REFERENCE (TOR)

1. Background

In the 2017-18 state budget, the Chief Minister announced a novel programme called to open “Indira Canteen” to provide breakfast, lunch and dinner to the common people at affordable price. Initially it is intended to open one canteen in each of the 198 wards of Bengaluru Mahanagara Palike, wherein breakfast at Rs.5/- and lunch & dinner at Rs.10/- will be provided. BBMP has established ------number of Permanent Indira Canteens and ----------number of Mobile Indira Canteens in ----------zone. BBMP invites tenders from catering service providers for this task. RFP is being published for Providing the catering services to Indira canteens of **Bommanahalli Zone, Mahadevapura Zone & R.R Nagar Zonezone**:

Details of Indira Canteens in Bommanahalli Zone, Mahadevapura Zone & R.R Nagar ZoneLimits

Sl No	Ward No	Ward Name	Zone	Constituency	Permanent Indira Canteen / Mobile Indira Canteen
1			Bommanahalli Zone	Bommanahalli	16
2			Mahadevapura Zone	Mahadevapura	16
3			R.R Nagar Zone	R.R Nagar	14
				Total	46

2. Concise Statement of Objectives

This RFP is being published to appoint the service provider for providing catering services to Indira canteens of BBMP Bommanahalli Zone, Mahadevapura Zone & R.R Nagar Zone.

3. An Outline of the Tasks to be Carried Out (Scope of work)

1. BBMP will provide the kitchen building and the essential kitchenette required for preparing the food stuffs free of cost to the Service Provider. The Service Provider shall make arrangements for procuring additional utensils / equipment’s if required with no cost to the purchaser. The Service Provider will take over all the items of stock (both fixed and movable) made available by the Purchaser in the kitchen and acknowledge the items taken over from BBMP. The Service Provider shall be responsible for their safe custody and maintenance of all the equipment’s. On completion of the

contract period or termination of the contract, the Service Provider shall return all the equipment's taken over at the time of commencement of the contract to the Executive Engineer, and obtain an acknowledgement. Any loss or damage to the items will be made good by the service provider as decided by the Chief Commissioner, BBMP based on their market value.

2. The Service Provider will pay the electricity bill and water bill for water consumed for use in running the Kitchen and Canteens viz, for cooking, cleaning of vessels, utensils, cutlery, other equipment's and maintaining park, garden which is attached to the Canteen / Kitchen. If the BESCOM/BWWSB charge the bill for water/electricity consumed at domestic rates, then the benefit will be transferred to Client and the same will be deducted in the monthly bill.
3. Drinking water at the Canteen shall be supplied by the Service Provider.
4. The Service Provider shall procure New Hot Insulated Box Inside SS (Nilkamal or equivalent brand), Melamine 3 Partition Plates and Kenford Tumbler - Taper with Leather Finish-Poly Carbonate-Stain Proof, Unbreakable, Durable and Micro Oven Safe after awarding of the contract.
5. The Service Provider shall procure required extra utensils like SS 304 grade spoon, SS 304 grade Ladel, pallets, Stainless steel pot SS 304 Grade and weighing machine after awarding of the contract.
6. The Service Provider shall properly maintain equipments, machineries, utensils etc., in Indira Canteen / Kitchen.
7. The Service Provider shall replace or arrange for payment of the costs of furniture, fixture, kitchen equipment, catering materials, etc., in case of theft, loss and damage at the prevailing market price except for wear and tear due to long usage.
8. The Service Provider should not prepare and supply or cater anything from the purchaser's premises to anyone other than the purchaser and shall not prepare or cook any other item in the purchaser's kitchen other than those required for the purchaser.
9. The service provider shall make arrangements for preparing Idly in the canteen and the equipments/utensils required for preparing the idly shall be brought by the Service provider.
10. Service provider is allowed to sell branded biscuits at MRP rate.
11. The service provider should prepare the menu finalized by the client at the time of beginning of the contract.
12. The client may change the menu as per the need and feedback; the service provider should abide to this.
13. Catering Services and Penalty for deficiencies:

Sl. No.	Deviation / deficiency	Penalty
1.	Service provider failing to provide a breakfast/meal or food	Double the cost incurred by providing the breakfast/lunch/dinner by making alternate arrangements or Rs.5000/- per day whichever is more.
2.	Delay in serving items at the appointed time mentioned in Schedule-I beyond 30 minutes	Rs.1,000 in each case of delay in serving i.e. breakfast/ lunch / dinner
3.	Total exemption of a particular item on the menu for the meal	Delay in service of items - Rs. 2000/- per service
4.	Improper catering – substitution or deletion of menu items prescribed and also serving lesser quantity/lower quality of any item of any meal.	Rs.5000/- per day / occasion
5.	In case it is found that the persons employed by the Service Provider, indulges in indiscipline &misbehaviour	Rs.500/- in each case
6.	Employee of the Service provider without proper uniform or ID card.	Rs.50 per day of default per person.
7.	If it is found that there is a shortage of food for any meal	Rs.5,000 per day per item
8.	If the menu is not adhered to as prescribed	Rs.500/- per day
9.	For not maintaining hygiene and cleanliness	Rs.500 in each case for 5 instances and thereafter 10% deduction from the bill or deduction of part or whole of security or termination of the agreement at one month notice.

14. The Service Provider shall not employ any person/s who are less than 18 years of age. Employing child labour is strictly forbidden and any violation would attract penal provisions of the law.

15. Service provider shall employ workers with good health and free from any communicable diseases such as TB etc. The staff shall undergo health check-ups at least once in six months. It is the responsibility of the service provider to follow all statutory regulations prescribed for labour employment and with regard to preparation of food. Any disregard to these aspects will attract action under statutory laws besides penalty as decided by the administration on the merit of the case.

16. The Service Provider should provide uniforms and badges to the staff. Each staff shall wear identity badge with photo and particulars.

17. The Service provider shall ensure that Canteen employees behave courteously with customers. The staff deployed in Kitchen and Canteens should dress neatly and maintain personal hygiene and cleanliness. The employees should wear clean uniform including caps and gloves while cooking and serving.

18. Service Provider should prepare the dishes at the kitchen provided by BBMP and serve in the canteens. The Service Provider shall not serve any food items prepared outside the kitchen specifically given to the service provider.

19. For breakfast, lunch and dinner, dishes as per menu card below, will be prepared and served by the service provider. The Service provider should provide variety of dishes by changing the vegetables, spices, frequently.

20. There should be strict quality control in preparing the food items. Prohibited items like baking soda, chemical colours, tasting powder, ajinomoto powder, adulterated oil/ Vanaspathi or used up oil should not be used for cooking. Sona Masoori Raw Rice premium quality, double refined sunflower oil saffola/dhara or equivalent, and only branded wheat flour like Annapoorna, Pilsbury, Ashirwad or equivalent should be used for preparation of food.

21. The food supplied should be fresh, wholesome delicious and qualitatively good and should be in conformity in taste with popular hotels. The Purchaser has the right to check the quality of all ingredients used. For any breach of these conditions, the service provider is liable for penalty as decided by the Chief Commissioner BBMP or liable for termination of contract without any compensation. The quantum of penalty will be commensurate with the loss or damage as decided by the Chief Commissioner.

22. The Service Provider shall abide by all the provisions of Food Safety And Food Standards Act 2006 and rules 2011 in terms of food safety and standards.

23. The BBMP is absolved of all responsibilities arising out of any eventualities such as food poisoning etc., due to consumption of food at the Canteen. Preparing and serving safe and healthy food is the sole responsibility of the service provider.

24. The samples of cooked food and oil used for cooking will be tested in the approved laboratory such as CFTRI or FSL or DFRL or any other equivalent reputed Institute, at least once a month and whenever needed. The charges for such testing should be borne by the service provider.

25. The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses.

26. The Service provider is required to serve the following items in the canteen.

a) Breakfast	07.00 am to 10.00 am
b) Lunch	01.00 pm to 03.00 pm
c) Dinner	07.30 pm to 09.00 pm

Note: All timings and Services are subject to change depending on circumstances at thediscretion of BBMP. The Service provider may also note that the requirement for catering Services may increase/ decrease in future and accordingly, the manpower requirement for kitchen and canteen may vary.

27. Every week food quantity (indent) will be informed by the BBMP to the service provider in writing based on the footfall in the previous week. According to the weekly food indent, service provider shall supply the food to the canteen. The service provider must be able to make suitable arrangements in ensuring availability of food to the increased number of people by deploying adequate manpower to serve the beneficiaries.

28. **Raw materials and other cooking ingredients:**Service provider shall ensure that all food items used areof establish/ standard brand. All raw materials and cooking ingredients items like vegetables/ Milk products, etc, should always be fresh. Similarly cooking oils of reputed brands, safe for health should only be used. Stale and life expired items shall not be used under any circumstances. The Service provider is responsible for serving healthy and Hygienic food.

29. **Quality of Rice:**for day to day use good quality Sona-Masuri premium quality raw rice orequivalent quality raw rice and for special preparations such as Biryani / Pullavu good quality Basmati rice shall be used.

30. **Use of LPG gas for Cooking:**The Service provider will use only LPG cooking gas for cooking. Service provider shallmake suitable arrangements to procure Gas cylinders from food and civil supplies departments' recognized agency as a commercial establishment. Expenditure there for will be borne by the Service provider and the quoted rates are inclusive of such expenditure.

31. **Safety of use of LPG Gas:** The Service provider shall ensure that the cooking gas cylinder are stored in safe place away from electrical and other equipments and regularly ensure that the cylinders are operated properly to avoid any untoward incidents. The Service provider will be responsible for any accidents for the people employed in the work place.

32. **Weekly Menu:**Service provider shall prepare food as per the menu prescribed by the Monitoring Committee which shall be strictly followed.Changes in menu shall be with the prior written approval of the Monitoring Committee.

33. **Quality & Quantity:**the Service provider shall ensure that the quantity of each food item served shall be as per the quantity prescribed in the contract. There will be no restriction on main course items.

34. **HYGIENE & CLEANLINESS:**

- Service provider shall ensure a high standard of hygiene and cleanliness at all times.
- Service provider shall cause to clean the Floor of dining areas which shall be mopped/ cleaned at regular intervals every day. Not less than three times in a day.
- The Service provider shall arrange for cleaning the Dining table area from time to time and also shall arrange for cleaning of the Dining Hall, hand-wash area, the kitchen area, toilets and washing area at least three times daily and immediately after completion of serving the food or as and when required.
- The Service provider shall ensure that the entire catering premises are kept hygienic and clean. Service provider is responsible to ensure preventive Pest Control measures in the Kitchen from time to time.
- Service provider should not allow any garbage, debris or drain water to be let out on the ground, in and around kitchen/dining area and other related areas. The maintenance of water and sanitary line is the responsibility of the service provider.
- Maintenance of Cleanliness, maintenance of garbage disposal, and the Service provider’s staff rest rooms shall be the responsibility of the Service provider.
- Cleaning of the plates and utensils shall be done with hot water, soap water, duly cleaned and dried.
- Service provider will ensure that the cutlery & crockery are not only clean visually but also free from any residual smell of food items; germs.

- All incidental services like manpower required for Catering, waiters, helpers and cleaning staff along with Supervisory staff and the cost will be included in the rates quoted for the menu.
- The service provider will make necessary arrangement for sufficient number of employees to ensure faster service of food during meal time.
- Sufficient number of cleaners shall be employed by the service provider for the purposes.
- Cooking ingredients shall be stored in a clean and hygienic area. It shall be the responsibility of the service provider to see that this storage area is free from pests and rodents.
- The service provider shall obtain a license for catering from BBMP within one month of signing the contract.

35. Daily Menu:

DAILY MENU FOR THE WEEK														
Particulars	**Menu-D1 (MON)**		**Menu - D2 (TUE)**		**Menu - D3 (WED)**		**Menu - D4 (THU)**		**Menu - D5 (FRI)**		**Menu - D6 (SAT)**		**Menu - D7 (SUN)**	
Service	**Product**	**Per Serving**	**Product**	**Per Serving**	**Product**	**Per Serving**	**Product**	**Per Serving**	**Product**	**Per Serving**	**Product**	**Per Serving**	**Product**	**Per Serving**
BREAKFAST:														
Item:1(One Serving)	Idlis (Live)	3PCS (150g)	Idlis (Live)	3PCS (150g)	Idlis (Live)	3PCS (150g)	Idlis (Live)	3PCS (150g)	Idlis (Live)	3PCS (150g)	Idlis (Live)	3PCS (150g)	Idlis (Live)	3PCS (150g)
	Sambar	75g	Sambar	75g	Chutney	75g	Sambar	75g	Sambar	75g	Sambar	75g	Chutney	75g
OR														
Item:2 (One Serving)	Veg Pulav	225g	Bisibele Bath	225g	Khara bath	225g	Veg Pulav	225g	Bisibele Bath	225g	Pongal	225g	Kharabath Kesaribath	150g 75g
	Raitha	75ml	Boondhi	15g	Chutney	75g	Raitha	75ml	Boondhi	15g	Chutney	75ml	Chutney	75g
OR														
Item:3(One Serving)	Bread & Jam	2 Pcs	Mangalore Buns	1 Pc (40 to 50 gm)	Buns	1 Pc (40 to 50 gm)	Bread & Jam	2 Pcs	Mangalore Buns	1 Pc (40 to 50 gm)	Bun	1 Pc (40 to 50 gm)	Bread & Jam	2 Pcs
LUNCH :														
Item:1 (One Serving)	White Rice	300g	White Rice	300g	White Rice	300g	White Rice	300g	White Rice	300g	White Rice	300g	White Rice	300g
	Mix Vegetable Samb	150g	Mix VegetableSambar	150g	Mix Vegetable Sambar	150g	Mix VegetablSambar	150g	Mix VegetableSambar	150g	Mix Vegetable Sambar	150g	Mix VegetableSambar	150g

	ar													
	Kheer	75ml	Raitha	75g	Kheer	75ml	Raitha	75g	Curd Rice	75g	Kheer	75ml	Curd rice	75g
OR														
Item:2 (One Serving)	Ragi Ball with Soppu Sambar	2PCS (75gm each)	Chapathi wit Saagu	2PCS (40gm each)	Ragi Ball with Soppu Sambar	2PCS (75gm each)	Chapathi with Saagu	2PCS (40gm each)	Ragi Ball with Soppu Sambar	2PCS (75gm each)	Chapathi with Saagu	2PCS (40gm each)	Ragi Ball with Soppu Sambar	2PCS (75gm each)
	Kheer	75ml	Kheer	75ml	Kheer	75ml	Kheer	75ml	Curd Rice	75g	Kheer	75ml	Curd Rice	75g
DINNER :														
Item:1 (One Serving)	White Rice	300g	White Rice	300g	White Rice	300g	White Rice	300g	White Rice	300g	White Rice	300g	White Rice	300g
	Mix Vegetable Sambar	150g	Mix Vegetable Sambar Raitha	150g 75gms	Mix Vegetable Sambar	150g	Mix Vegetable Sambar Raitha	150g 75gms	Mix VegetableSambar	150g	Mix Vegetable Sambar Raitha	150g 75gms	Mix Vegetable Sambar	150g
	OR													
	Ragi Ball with Soppu Sambar	2PCS	Chapathi hiwithVeg Gravy	2PCS	Ragi Ball with Soppu Sambar	2PCS	Chapathi hiwithVeg Gravy	2PCS	Ragi Ball with Soppu Sambar	2PCS	Chapathi with Veg Gravy	2PCS	Ragi Ball with Soppu Sambar	2PCS

Note:

Breakfast: The Service provider shall prepare 50% of quantity of each item (1) & (2). The beneficiary will either choose item (1) or item (2) as mentioned above.

Lunch & dinner: The service provider shall prepare 50% of quantity of each item (1) & (2) and also prepare supplementary item in full quantity. The beneficiary will either choose item (1) or item (2) as mentioned above.

Shall ensure daily 2 or 3 vegetables will be used in Mix Veg sambar 2.As per availability of Raw mangoes we intend to serve Mango Chitranna in substitution of any flavored rice with prior information.

36. The service provider for each serving will collect the amount as below from the beneficiary:

Sl. No.	**Item Description**	**Quantity**	**Amount per plate to be collected from Customers in Rs.**
1	Idli with chutney	3 Nos per plate 75 g chutney	5.00
2	Idli with Sambar	3 Nos per plate 75 g sambar	5.00
3	Bread and jam	2pc bread	5.00
4	Mangalore Buns	1 piece (Approx 40gms to 50 gms)	5.00
5	Buns	1 piece (Approx 40gms to 50 gms)	5.00
6	Tea or Coffee	80 ml.	5.00
7	Veg. Pulav / Tomato Bath with Raitha	225 gms. 75 gm Raitha	5.00
8	Kharabath Kesaribath Chutney	**150g** **75g** **75g**	5.00
9	Khara Pongal with chutney	225 gms. 75 gm chutney	5.00
10	Bisi Bele Bath	225 gms.	5.00
11	White Rice with mix vegetable Sambar,	300 gms.	10.00
12	Finger Millet Ball with green leaf sambar (Ragi mudde with soppusaru)	2 pc	10.00
1	Whole wheat chapathi	2 pcs	10.00

3	with veg gravy		

37. The Service Provider should issue the food by recording in the billing software, while issuing the food the service provider should collect the evidence of the beneficiary on basis of OTP confirmation received to customer mobile.

38. The bill of each month should be generated from the software along with the evidence of each beneficiary.

39. The term food safety and standard means the terms and meanings defined in food safety and standards act 2006 for all academic and legal purposes.

40. The Service Provider shall permit the Government to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Government, if so required by the Government.

41. The Service provider shall obtain food license from concerned department and trade license from BBMP.

42. Ward wise Senior Health Inspectors of BBMP will inspect the quality and taste of the food being served to public on daily basis, and also inspect the cleanliness maintained by the service provider at each Indira canteens of BBMP.

43. Ward level officers of all departments of BBMP on rotation basis, will also inspect the quality and taste of the food being served to public on daily basis.

44. Officers from food safety and Standards authority will also be deputed to inspect the quality and taste of the food being served to public and the random samples will also be drawn for testing in food safety laboratory.

45. The service provider will have to submit the sample of food being served to public, to food safety laboratories twice in a months in order to ensure quality food being served to public and should submit the laboratory report to concerned officers along with monthly bill. The testing charges should be borne by the service provider.

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …… day of the month of ……., 2023, **BETWEEN** on the one hand, …… (Hereinafter called the "Client") **AND** on the other hand, …… (Hereinafter called the "Service Provider").

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the RFP document, GCC (General Conditions of Contract attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) The Special Conditions of contract (hereinafter called "SC");
   c) RFP document
   d) Terms of reference
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF

BRUHATH BENGALURU MAHANAGARA PALIKE

By, JC----------zone

FOR AND BEHALF OF

[Name of Service Provider]

By [Authorized Signatory]

2. General Conditions of Contract

2.1. General Provisions

2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

   c) “Effective Date” means the date on which this Contract comes into force.

   d) “Contract Price” means the price to be paid for the performance of the Services;

   e) "GCC" means these General Conditions of Contract;

   f) "Government" means the Government of Karnataka;

   g) "Local currency" means Indian National Rupee;

   h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

   i) "staffs" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services.

   j) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

   k) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and

   l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have

been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail specified in this RFP.

2.1.5. Location

The Services shall be performed at such locations as are specified in the RFP.

2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the RFP.

2.1.7. Taxes and Duties

The Service Provider shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

2.2. Commencement, Completion, Modification, and Termination of Contract

2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective.

2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 2 years extendable by another 1 year if the services provided is satisfactory and the decision shall be taken by Chief Commissioner BBMP.

2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

2.2.5. Force Majeure

1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's

performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding seven (7) days after receipt by the Service Provider of such notice of suspension.

2.2.7. Termination

1) By the Client

a) The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and thirty (30) days in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within 7 days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than thirty (30) days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

2) By the Service Provider

a) The Service Provider may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider’ notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3) Cessation of Rights and Obligations

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and

obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

4) Cessation of Services

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

5) Payment upon Termination

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.3. Obligations of the Service Provider

2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, best food preparation practices and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests. Should not sublet any premises of Kitchen and Indira canteens. Should not use the kitchen and Indira canteen premises for any illegal activities.

2.3.2. Conflict of Interest

1) Service Provider Not to Benefit from Commissions Discounts, etc.

a) The remuneration of the Service Provider pursuant to Clause 2.6 shall constitute the Service Provider' sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the staffs, any Sub-Service Provider, and agents of either of them, similarly shall not receive any such additional remuneration.

2) Procurement Rules of Funding Agencies

a) The service provider should not collect any funding from the agencies.

3) Service Provider and Affiliates Not to engage in certain Activities

a) The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, be disqualified from providing services for any project resulting from or closely related to the Services.

4) Prohibition of Conflicting Activities

a) Neither the Service Provider nor the staffs shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii) After the termination of this Contract, such other activities as may be specified in this RFP.

2.3.3. Confidentiality

The Service Provider, and the staffs of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

2.3.4. Insurance to Be Taken Out by the Service Provider

It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) for all their staff posted at the Clients locations.

2.3.5. Service Provider' Actions Requiring Client's Prior Approval

1) The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

   a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Sub-Service Provider and its staff pursuant to this Contract;

2.3.6. Reporting Obligations

The service provider should report daily count of Breakfast, lunch and dinner of each canteen.

2.3.7. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

2.3.8. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should maintain all the equipment and other materials handed over during the agreement in his own expense.

2.4. Service Provider' Personnel

2.4.1. Description of personnel

The estimated number of key personnel required per kitchen is as follows:

Sl.	Name of the staff	Number of staffs
1.	Kitchen Manager	1

Sl.	Name of the staff	Number of staffs
2.	Chef	1
3.	Cook	1
4.	Assistant Cooks	2
5.	Cleaning staffs	1
6.	Stores in charge	1

The estimated number of key personnel required per Indira canteen is as follows:

Sl.	Name of the staff	Number of staffs
1.	Server	1
2.	Billing Clerk	1
3.	Cleaning staffs	1

2.4.2. Removal and/or Replacement of personnel

Removal and/or replacement of key personnel should be notified to client.

2.5. Obligations of the Client

2.5.1. Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate measures are taken for the prompt and effective implementation of the Services;

2.5.2. Services and Facilities

Services as per TOR.

2.6. Payments to the Service Provider

2.6.1. Terms and Conditions of Payment

a) The Purchaser shall make payment to the service provider on monthly basis.

b) The bill of each month should be generated from the software along with the evidence of each beneficiary.

c) The money collected by the beneficiaries should be deposited to the service provider’s account on daily basis, the account deposit details should be provided to the client along with the bills, every month.

d) The payment will be made at the approved rates. Bill shall be claimed from the Joint Commissioners, Bommanahalli Zone, Mahadevapura Zone & R.R Nagar Zone BBMP and submitted on or before 5th of the succeeding month. Payment will be made within

60 days from the date of receipt of the bill duly complying with all the requirements. All payments shall be made through RTGS/NEFT.

e) The service provider must have sufficient financial resources to commence and continue the catering without waiting for payment from the BBMP for at least four months. No advance of any kind will be given.

f) Income Tax at applicable rate will be deducted from the bills.

g) The Service Provider should make wage payment to the employees engaged for the work promptly every month. The service provider shall pay the wages to the employees at the rate not less than the minimum wages as prescribed under the Karnataka Minimum Wages Act and the wage payments shall be credited directly to the employees' Bank account concerned and also remit PF, ESI to the authorities concerned within the due date. The Joint Commissioner or his representative shall ensure compliance to the above aspects before releasing payment of bills of the Service Provider.

h) The proof for payment of PF, ESI, and Service Taxes to respective authorities relating to the previous month shall be submitted by the service provider along with the bill for the current month.

i) If any information/facts submitted by the service provider is found misleading/ incorrect/false etc. BBMP reserves the right to disapprove/cancel the contract without any notice.

j) The service provider shall be responsible for the discipline of their staff. If at any time, it is found that the staff is indulging in any act of misbehavior or misconduct etc., the Commissioner, BBMP or his representative shall have the right to have him/her replaced by the service provider.

k) It is the responsibility of the Service provider to get their staff Medical check-up thoroughly at his own cost and submits the results thereof to Joint Commissioner twice a year.

l) Penalties

Sl. No.	**Deviation / deficiency**	**Penalty**
1.	Service provider failing to provide a breakfast/meal or food	Double the cost incurred by providing the breakfast/lunch/dinner by making alternate arrangements or Rs.5000/- per day whichever is more.
2.	Delay in serving items at the appointed time mentioned in Schedule-I	Rs.1,000 in each case of delay in serving i.e. breakfast/ lunch / dinner

Sl. No.	Deviation / deficiency	Penalty
	beyond 30 minutes	
3.	Total exemption of a particular item on the menu for the meal	Delay in service of items - Rs. 2000/- per service
4.	Improper catering – substitution or deletion of menu items prescribed and also serving lesser quantity/lower quality of any item of any meal.	Rs.5000/- per day / occasion
5.	In case it is found that the persons employed by the Service Provider, indulges in indiscipline &misbehavior	Rs.500/- in each case
6.	Employee of the Service provider without proper uniform or ID card.	Rs.50 per day of default per person.
7.	If it is found that there is a shortage of food for any meal	Rs.5,000 per day per item
8.	If the menu is not adhered to as prescribed	Rs.500/- per day
9.	For not maintaining	Rs.500 in each case for 5 instances and thereafter

Sl. No.	Deviation / deficiency	Penalty
	hygiene and cleanliness	10% deduction from the bill or deduction of part or whole of security or termination of theagreement at one month notice.
10	starting the services	5% per week to a maximum of 10% of contract value including tax if the service provider does not start service within 15 days from the date of issue of work order.

m) In case of dispute, the undisputed amount will be paid and the disputed amount will be verified and if found in order shall be paid along with the bills for the following month if not, the same be disallowed.

n) In case if there is any dispute regarding the payment for any month the decision of the Chief Commissioner BBMP will be final.

2.6.2. Interest on Delayed Payments

Nil.

2.7. Settlement of Disputes

2.7.1. Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference, or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

2.7.2. Place of Jurisdiction

All the matters pertaining to court will be in the city of Bangalore Jurisdiction only.

2.7.3. Arbitrations:

1) Any dispute which is not resolved amicably shall be finally settled by binding Arbitration, with the Chief Commissioner, BBMP serving as the sole Arbitrator. The place of Arbitration shall ordinarily be the Chief Commissioner’s Office. The parties agree that the decision or award resulting from such Arbitration shall be final and binding upon the parties.

Pending the submission of and / or decision on a dispute, the parties shall continue to perform their respective obligations under this agreement without prejudice to a final agreement in accordance with such Arbitration award.

2.8. Performance Security

a) Within 15 days of Notification of Award, the successful bidder shall furnish Performance Security to the client, 5% of the total estimated amount, valid upto 60 days after the date of completion of performance obligations under this contract.

b) The Performance Security shall be denominated in Indian Rupees and shall be in one of the following form:

i. A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser;

c) Discharge of the performance Security shall take place not later than 90 days following the date of completion of the Service Provider's performance obligations under the contract.

d) In the event of any contractual amendment, the Service Provider shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

2.9. Risk Clause

The Service provider shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Service provider and excess expenditure incurred on account of this will be recovered by BBMP from the Service provider Security Deposit or by raising a separate claim.

a. All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP.

b. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BBMP and shall not knowingly lend to any person or company any of the effects or assets of the BBMP under its control.

c. In the event of loss/damage of equipment etc. at the premises of the BBMP due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to the institution.

d. The service provider or its representative/s shall meet BBBMP representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify BBMP for any loss or damage caused by any act of the service provider or its employees or staff etc.

f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP

g. Training on behavior aspects and ethics must be done regularly. Training report of the same must be submitted once in a month.

h. Licenses if any required for services at the site will be procured by the service provider.

i.Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

j. The service provider should have insurance facility of the 110% of contract value including tax.

2.10 Indemnity Clause

- Indemnifying BBMP, for any issues arising out of contamination of food served at Indira canteens.
- Service provider is responsible for the quality of food prepared and served at Indira canteens.

Details of the existing contracts

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer Concerned	Details regarding the contract	Value of Contract (Rs.)	Duration of Contract	
				From DD/MM/YY	**To** DD/MM/YY
A					
B					

C					
	Additional information, if Any				

The above format may be used to provide requisite details.

Authorized Signature:	
Name:	
Title:	
Company Seal:	

Checklist for Documents to be submitted

Sl.	**Checklist of Documents**	
1.	Earnest Money Deposit (EMD) (1.5 percent of the estimated value up to ten crores, more than ten crores' 1 percent)	
2.	GST registration certificate.	
3.	EPF registration certificate.	
4.	ESI registration certificate.	
5.	FSSAI (Food Safety and Standard Authority of India) registration certificate.	
6.	GST returns, ESI, EPF paid challans for one year 2022-23.	
7.	Labour Department registration certificate.	
8.	Trade license issued by BBMP.	
9.	Certificate of Incorporation in case of Private Limited / Public Limited	
10.	Annual Turnover statement of three years 2020-21, 2021-22, 2022-23 certified by Chartered Accountant, bidder should meet one time the estimated value i.e 31.13 Crores	
11.	Audited Balance Sheet 2020-21, 2021-22, 2022-23	
12.	Audited Profit & Loss Statement 2020-21, 2021-22, 2022-23	
13.	Income tax returns of three financial years i.e 2020-21, 2021-22, 2022-23	
14.	Affidavit as per format enclosed.	
15.	Bidder should have experience in catering services to private companies/Government/Semi-Government/Government owned	

Sl.	Checklist of Documents	
	companies/Municipalities for minimum of five years in last ten years. Bidder should have provided catering services with minimum serving of 2,00,000/- meals per Indira canteen for 46 number of canteens in the zone, i.e 2,00,000 X 46 number of Indira canteens= 92,00,000 meals per year for minimum of those five years. Should upload work Orders or invoices as proof.	
16.	Satisfactory Performance Certificate / Letter for providing catering services to private companies/Government/Semi-Government/Government owned companies/Municipalities with minimum serving of 2,00,000/- meals per Indira canteen for 46 number of canteens in the zone, i.e 2,00,000 X 46 number of Indira canteens=92,00,000 meals per year for minimum of those five years. Should upload Satisfactory Performance Certificate as proof.	
17.	Liquid assets and or availability of credit facilities of not less than Rs. 933.90 lakhs(Credit lines/ Letters of Credit/ Certificates from Banks) for meeting the fund requirement in the above said name of work.	
18.	Technical Proposal Submission Form	
19.	Details of Service Provider	
20.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE	
21.	Any other documents as per the tender document.	